

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of:

Francois Binette et al.

Confirmation No. 7987

Application No. 10/723,982

Art Unit: 1657

Filed: November 26, 2003

Examiner: Satyendra K. Singh

For: CONFORMABLE TISSUE REPAIR IMPLANT  
CAPABLE OF INJECTION DELIVERY

I hereby certify that this correspondence is being transmitted electronically via EFS-Web to the United States Patent and Trademark Office on the date shown below.

Dated: July 30, 2007

Signature: 

(Charlton Shen)

Mail Stop RCE  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**CORRECTED TERMINAL DISCLAIMER**

Dear Sir:

This terminal disclaimer has been corrected as to the proper Assignee applicable to this application, and will replace the terminal disclaimer filed on June 4, 2007.

The undersigned is attorney of record for the assignee of the above-identified application. DePuy Mitek, Inc. certifies that it is the owner of 100% interest in the above identified patent application, as evidenced by the attached assignment of the application, said assignment having been recorded in the U.S. Patent and Trademark Office on March 22, 2004 at Reel 015112, Frame 0905, and the completion of the chain of title by way of the attached Assignment and Assumption agreement dated December 29, 2003 between Ethicon, Inc. and DePuy Mitek, Inc.

The owner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of co-pendings U.S. Application No. 10/374,772 and 10/374,754. The owner hereby agrees that any patent that is granted on the above-identified application shall be enforceable only for and during such period that it and the above listed patent are commonly owned. This agreement runs with any patent granted on the above-identified application and is binding upon the grantee, its successors or assignees.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminate prior to the expiration of its full statutory term.

The statutory fee of \$130.00 is being charged by credit card via EFS Web, and the Director is hereby authorized to charge any deficiency in the fees filed, asserted to be filed or which should have been filed herewith (or with any paper hereafter filed in this application by this firm) to our Deposit Account No. 141449, under Order No. 22956-237.

Dated: July 30, 2007

Respectfully submitted,



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Charlton Shen, Reg. No. 54,442  
Attorney For Applicants  
NUTTER MCLENNEN & FISH, LLP  
World Trade Center West  
155 Seaport Boulevard  
Boston, Massachusetts 02210-2604  
Tel. (617) 439-2782  
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**ASSIGNMENT**

We, **Francois Binette** of Weymouth, Massachusetts, **Joseph J. Hammer** of Bridgewater, New Jersey, **Krish Mukhopadhyay** of Bridgewater, New Jersey, and **Joel Rosenblatt** of Watchung, New Jersey, in consideration of One Dollar and other valuable consideration paid to us by

**ETHICON, INC.**

a corporation of New Jersey, having its principal place of business at Route 22 West, Somerville, New Jersey, 08876, the receipt of which is hereby acknowledged, do hereby sell, assign and transfer unto said

**ETHICON, INC.**

its successors and assigns, the entire interest for the United States of America and all foreign countries including all rights of priority under the International Convention for the Protection of Industrial Property in a certain invention or improvement in

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described in a U.S. patent application filed on **November 26, 2003** in the United States Patent and Trademark Office and assigned **Serial No.: 10/723,982**, and in all Letters Patent of the United States and all foreign countries which may or shall be granted on said invention, or any parts thereof, or on said application, or any divisional, continuing, reissue or other applications based in whole or in part thereon. And we agree, for ourselves and our executors and administrators, with said corporation and its successors and assigns but at its or their expense and charges, hereafter to execute all applications, amended specifications, deed or other instrument, and to do all acts necessary or proper to secure the grant of Letters Patent in the United States and in all other countries to said corporation, with specifications and claims in such form as shall be approved by the counsel of said corporation and to vest and confirm in said corporation, its successors and assigns, the legal title to all such patents.

And we do hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said corporation, its successors and assigns.

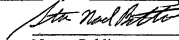
WITNESS my hand and seal this 9 day of January, 2004.

By: 

Francois Binette

Commonwealth of Massachusetts )  
County of Norfolk )ss  
)

Then personally appeared the above named **Francois Binette** and acknowledged the foregoing instrument to be his free act and deed, before me, this 9 day of January, 2004.



Notary Public

[SEAL]

My commission expires: 9/29/10

WITNESS my hand and seal this 22<sup>ND</sup> day of JANUARY, 2004.

By:

Joseph J. Hammer  
Joseph J. Hammer

State of New Jersey )  
County of Somerset )<sup>ss</sup>

Then personally appeared the above named **Joseph J. Hammer** and acknowledged the foregoing instrument to be his free act and deed, before me, this 22<sup>nd</sup> day of January, 2004.

Victor F. Janas  
Notary Public

[SEAL]

My commission expires: 12/28/2005

**VICTOR F. JANAS**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 12/28/2005**

WITNESS my hand and seal this 14<sup>th</sup> day of January, 2004.

By: Krish Mukhopadhyay  
Krish Mukhopadhyay

State of MA )  
County of Norfolk )<sup>ss</sup>

Then personally appeared the above named **Krish Mukhopadhyay** and acknowledged the foregoing instrument to be his free act and deed, before me, this 14<sup>th</sup> day of January, 2004.

[SEAL]

John N. Bolger  
Notary Public

My commission expires



WITNESS my hand and seal this 23<sup>rd</sup> day of January, 2004.

By: Joel Rosenblatt  
Joel Rosenblatt

State of New Jersey )  
County of Essex )ss

Then personally appeared the above named **Joel Rosenblatt** and acknowledged the foregoing instrument to be his free act and deed, before me, this 23<sup>rd</sup> day of January, 2004.

[SEAL]

Victor F. Janas  
Notary Public

My commission expires: 12/28/2005

**VICTOR F. JANAS**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 12/28/2005**

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## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 11, 2004

PTAS



\*102702196A\*

NUTTER MCCLENNEN & FISH LLP  
TRAM ANH T. NGUYEN  
WORLD TRADE CENTER WEST  
155 SEAPORT BOULEVARD  
BOSTON, MA 02210-2604

### UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/22/2004

REEL/FRAME: 015112/0905  
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BINETTE, FRANCOIS

DOC DATE: 01/09/2004

ASSIGNOR:

HAMMER, JOSEPH J.

DOC DATE: 01/22/2004

ASSIGNOR:

MUKHOPADHYAY, KRISH

DOC DATE: 01/14/2004

ASSIGNOR:

ROSENBLATT, JOEL

DOC DATE: 01/23/2004

ASSIGNEE:

ETHICON, INC.  
ROUTE 22 WEST  
SOMERVILLE, NEW JERSEY 08876

015112/0905 PAGE 2

SERIAL NUMBER: 10723982

FILING DATE: 11/26/2003

PATENT NUMBER:

ISSUE DATE:

TITLE: CONFORMABLE TISSUE REPAIR IMPLANT CAPABLE OF INJECTION DELIVERY

DOROTHY WILLIAMS, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

## ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this "Assignment") is made effective as of the 29th day of December, 2003 (the "Effective Date") by and between Ethicon, Inc., a corporation organized under the laws of the State of New Jersey (hereinafter "Ethicon"), and DePuy Mitek, Inc. (formerly Innovative Devices, Inc.), a corporation organized under the laws of the State of Massachusetts (hereinafter "DMI").

WHEREAS, Ethicon is desirous of transferring to DMI all of the assets and liabilities of Ethicon's Mitek Worldwide Division (the "Division"), and DMI is desirous of accepting such assets and assuming such liabilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Ethicon does hereby grant, assign, convey, transfer, set over and confirm, unto DMI, its successors and assigns, forever, all the businesses, franchises, properties, and assets of every nature and description, tangible and intangible, wherever located, on the books and records of Ethicon with respect to the Division immediately prior to the Effective Date (the "Properties"), the same to include, without limiting the generality of the foregoing, those assets that are more particularly described as follows, to the extent relating to the Division:

(i) All inventories, materials, supplies, furniture, machinery, equipment, automobiles, trucks and other tangible personal property, goods and chattels, wherever located;

(ii) All right, title, and interest in, to and under all contracts, including leases (except that nothing herein contained shall be deemed to constitute the assignment of any claim against the United States of America or of any contract that is not assignable without the consent of the other party or parties thereto unless and until such consent shall have been obtained);

(iii) All right, title and interest in, to and under cash (whether on hand or in banks), notes, bonds, inventions, improvements, patents and patent applications, trademarks, copyrights, domain names, discoveries, know-how, data, accounts and bills receivable, books of account, records, agreements, licenses, claims, demands, judgments, equities and choses in action, and all other intangible property of every nature and description; and

(iv) All right, title and interest in, to and under any real estate, and any improvements and appurtenances thereon or thereto, as well as all rights and obligations appertaining thereto.

2. Ethicon hereby constitutes and appoints DMI, its successors and assigns, the true and lawful attorney or attorneys of Ethicon, with full power of substitution, for Ethicon and in its name and stead or otherwise, but on behalf and for the benefit of DMI, its successors and assigns, to demand and receive from time to time any and all the Properties hereby assigned, transferred and conveyed, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute in the name of Ethicon or otherwise, but at the expense and for the benefit of DMI, its successors and assigns, any and all proceedings at law, in equity or otherwise that DMI, its successors or assigns, may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Properties hereby assigned, transferred and conveyed,

and to defend or compromise any and all actions, suits or proceedings in respect of any of said Properties and to do all such acts and things in relation thereto as DMI, its successors, or assigns shall deem desirable; Ethicon hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Ethicon in any manner or from any reason.

3. Ethicon, for itself and its successors and assigns, hereby covenants and agrees with DMI and its successors and assigns, that Ethicon and its successors and assigns will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney, and assurances, for the better assuring, assigning, conveying, transferring and confirming unto DMI, its successors and assigns, all and singular the Properties hereby assigned, transferred and conveyed, as DMI or its successors or assigns shall reasonably require.

4. For the consideration aforesaid, and in consideration of the assignment, transfer and conveyance to it of the Properties, DMI hereby assumes, and agrees to pay, perform or discharge when due, as the case may be, all the indebtedness, liabilities and obligations of every kind and description, to the extent associated with the Properties or otherwise pertaining to the Division. DMI hereby covenants and agrees with Ethicon that DMI will forever indemnify and save harmless Ethicon against all the indebtedness, liabilities and obligations aforesaid hereby assumed and agreed to be paid, performed or discharged, as the case may be, by DMI and to assume and complete all pending contracts of Ethicon to the extent relating to the Division or allocated on Ethicon's books or records to the Division immediately prior to the Effective Time, and to indemnify and save harmless Ethicon and its officers, directors and stockholders from any liability under any such indebtedness, liabilities and obligations.

5. This Assignment and the covenants and agreements herein contained shall inure to the benefit of and shall bind the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their respective corporate names as of the 29th day of December, 2003.

ETHICON, INC.

By: *Stephen J. O'Brien*  
Name: K. O'Brien  
Title: Worldwide Vice President, Finance  
Attest: *R. E. Skula*  
R. E. Skula, Assistant Secretary

DEPUY MITEK, INC.

By: *Harold Zauberman*  
Name: H. Zauberman  
Title: Vice President  
Attest: *S. M. Rosenberg*  
S. M. Rosenberg, Clerk